



**CITY OF BROOKHAVEN
INVITATION TO BID NUMBER 16-211
Janitorial Services**

The City of Brookhaven is accepting sealed bids from qualified firms for the purpose of selecting a qualified company or contractor for City of Brookhaven Janitorial Services. **Sealed bids will be received at 2:00 P.M. EST, August 12, 2016** in the City of Brookhaven Purchasing Division, 4362 Peachtree Road, Brookhaven, Georgia, 30319 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Division will not be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name (ITB 16-211) City of Brookhaven Janitorial Services clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND one (1) COPY OF THE BID MUST BE SUBMITTED. Electronic submissions via e-mail or fax will not be accepted

This is a mandatory Pre-Bid Conference, in order to bid on this project, you must attend this meeting.

The Pre-bid will be held at Lynwood Park located at 3360 Osborne Road NE Brookhaven, GA 30319 at 10:00 am August 4, 2016. We will be visiting each site, so plan on being with us for at least 1 ½ hours. No questions after the pre-bid conference will be answered. Please bring pen and paper to take notes. There will not be an addendum.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Bid packages are available by visiting the city web site purchasing@brookhavenga.gov

The City of Brookhaven reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.

Communications regarding this bid should be directed to purchasing@brookhavenga.gov. Please do not contact any other employee, city official or contractor regarding this procurement. Your bid will be deemed non-responsive.

Submit your Bid to:

City of Brookhaven
Purchasing Division
4362 Peachtree Road
Brookhaven, GA 30319

BID LETTER AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED BID LETTER AND BID CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR BID.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached ITB 16-211 Janitorial Services the City of Brookhaven for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this invitation to bid constitutes an offer, which when accepted in writing by Purchasing Division, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this invitation to bid is made in accordance with the provisions of such specifications. By our written signature on this invitation to bid, we guarantee and certify that all items included in this invitation to bid meet or exceed any and all such City specifications described in this ITB. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all invitation to bids, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this invitation to bid shall be valid and held open for a period of one hundred eighty (180) days from invitation to bid opening date.

INVITATION TO BID SIGNATURE AND CERTIFICATION

I certify that this invitation to bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a invitation to bid ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the invitation to bid and certify that I am authorized to sign this invitation to bid for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: _____

Date: _____

Print/Type Name: _____

Print/Type Offeror Name Here: _____

Phone: _____ Email Address: _____

Project Overview

The City of Brookhaven Council, the governing authority of City of Brookhaven, Georgia (“the City”), through its Recreation & Parks Department, requests sealed bids for Janitorial Services. The City reserves the right to select more than one vendor to provide the services outlined within the scope of work of this Invitation to Bid.

Single Point of Contact

From the date this Invitation to Bid (the “ITB”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer:	Tyra Little
Address:	4362 Peachtree Road Brookhaven, GA 30075
Telephone Number:	404-637-0500
E-mail Address:	purchasing@brookhavenga.gov

Pre-bid Conference

This is a mandatory Pre-Bid Conference, in order to bid on this project, you must attend this meeting.

The Pre-bid will be held at Lynwood Park located at 3360 Osborne Road NE Brookhaven, GA 30319 at 10:00 am August 4, 2016. We will be visiting each site, so plan on being with us for at least 1 ½ hours. No questions after the pre-bid conference will be answered. Please bring pen and paper to take notes. There will not be an addendum.

Offeror’s Certification

Understanding of Specifications and Requirements: By submitting a response to this ITB, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this ITB.

Offeror’s Signature: All signatures required in the bid on behalf of an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the bid. The Offeror’s signature on a bid in response to this ITB guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Brookhaven from obtaining the best possible supply or service. Proof of authority of the person signing the ITB response must be furnished upon request.

Offer in Effect for 180 Days: A bid may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for bid submission.

Cost of Preparing a Bid

Brookhaven is Not Responsible for Preparation Costs: The costs for developing and delivering responses to this ITB and any subsequent presentations of the bid as requested by the City of Brookhaven are entirely the

responsibility of the Offeror. The City of Brookhaven is not liable for any expense incurred by the Offeror in the preparation and presentation of their bid.

All Timely Submitted Materials Become Brookhaven's Property: All materials submitted in response to this ITB become the property of the City of Brookhaven and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Brookhaven and Offeror resulting from this ITB process.

Receipt of Bids and Public Inspection

Public Information: During the opening of sealed bids, the Offeror's name, bid amount, and other pertinent information will be read aloud. No other information will be disclosed at that time. Each bid offer is considered open record and all information received in response to this ITB, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after bid opening with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Brookhaven; (3) any company financial information requested by the City of Brookhaven to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

Buyer's Review of Bids: Upon opening the sealed bids received in response to this ITB, the Buyer in charge of the solicitation will review the bids and separate out any information that meets the referenced exceptions in the previous paragraph above, providing the following conditions have been met:

Confidential information is clearly marked and separated from the rest of the bid;

Bid does not contain confidential material in the cost/price section; and

An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each bid containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party

Classification and Evaluation of Bids

Initial Classification of Bids as Responsive or Nonresponsive: All bids will initially be classified as either "responsive" or "nonresponsive". Bids may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the ITB; or the bid is not within the plans and specifications described and required in the ITB. Bids found nonresponsive may not be considered further.

Determination of Responsibility: The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

Evaluation of Bids: During the evaluation of the bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses.

Award will be made to the responsive and responsible Offeror whose bid is most economical according to designated criteria. The determination of the lowest responsive and responsible Offeror may involve all or some of the following factors:

Price	Experience
Conformity to specifications	Previous performance
Facilities/Equipment	Other Cost

The City shall be the judge of the factors and will make the award in the best interest of the City.

Scope of Project/Specifications

Objective: To provide Janitorial Services, labor, tools, equipment, to the City of Brookhaven Recreation and Parks Department.

Lynwood Recreation Center- 3360 Osborne Road NE, Brookhaven, GA 30319

- Restock all toilet paper, hand towel, and soap dispensers (As needed)
- Dust mop stage/gymnasium floor (2x weekly)
- Damp mop stage/gymnasium floor (2x weekly)
- Vacuum entry and exit mats (6x weekly)
- Sanitize, mop, and wipe down all restroom hard surfaces, fixtures, and flooring (4 x weekly)
- Sanitize, mop, and wipe down all kitchen hard surfaces, fixtures, and flooring (6x weekly)
- Sanitize, mop, wipe down all hallways, classrooms, offices, and community rooms hard surfaces, furniture, walls, fixtures, and flooring (6x weekly)
- Dust all community center sills and clean windows (6x weekly)
- Remove and replace all waste can liners within facility (6x weekly)
- Refinish and Buff Community Center hard surface flooring (Monthly, excluding gym floor)
- Dust facility rooms and hallways for cob webs (1x weekly)
- Clean and dust HVAC vents and returns (Monthly)

Briarwood Recreation Center- 2235 Briarwood Way NE, Brookhaven, GA 30329

- Restock all toilet paper, hand towel, and soap dispensers (As needed)
- Dust mop gymnasium floor (6x weekly)
- Damp mop gymnasium floor (6x weekly)
- Vacuum entry and exit mats (6x weekly)
- Sanitize, mop, and wipe down all restroom hard surfaces, fixtures, and flooring (6x weekly)
- Sanitize, mop, and wipe down all kitchen hard surfaces, fixtures, and flooring (6x weekly)
- Sanitize, mop, and wipe down all hallway, classroom, office, and community room hard surfaces, furniture walls, fixtures, and flooring (6 x weekly)
- Dust all community center sills and clean windows (6x weekly)
- Remove and replace all waste can liners within facility (6x weekly)
- Refinish and Buff Community Center hard surface flooring (Monthly, excluding gym floor)
- Dust facility rooms and hallways for cob webs (1x weekly)
- Clean and dust HVAC vents and returns (Monthly)

Ashford Park Activity Building- 2980 Redding Road NE, Brookhaven GA 30319

- Restock all toilet paper, hand towel, and soap dispensers (As needed)
- Dust mop facility floor (6x weekly)
- Damp mop facility floor (6x weekly)
- Vacuum entry and exit mats (6x weekly)
- Sanitize, mop, and wipe down both indoor and outdoor restroom hard surfaces, fixtures, and flooring (4 x weekly)
- Sanitize, mop, and wipe down all kitchen hard surfaces, fixtures, and flooring (6x weekly)
- Sanitize, mop, wipe down all community room and hallway hard surfaces, walls, fixtures, furniture, and flooring (6x weekly)
- Dust all facility sills and clean windows (6x weekly)
- Remove and replace all waste can liners within facility (6x weekly)
- Refinish and Buff/polish facility hard surface flooring (Monthly)
- Dust facility rooms and hallways for cob webs (1x weekly)
- Clean and dust HVAC vents and returns (Monthly)

Contractor Responsibilities: The contractor shall ensure their capacity to perform work under this contract regardless of obligations elsewhere. All contractor services and employees shall perform quality work according to the professional, ethical, and business standards of the industry and to the satisfaction of the City of Brookhaven. It is the responsibility of the contractor to implement safeguards to eliminate accidents, down time and mistakes, while facilitating quality workmanship in adherence to all local state and federal laws as applicable.

All equipment and cleaning chemicals for each site must be furnished by the contractor. Only trash receptacle liners, toilet/hand towel paper products, and soap will be supplied by the City.

Services are to be performed 6x weekly- Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

All services must be completed prior too or after operational and business hours. Please note facilities may be occupied in evening for events and rentals.

Vendor will be responsible for arranging furniture, setting alarms where necessary, turning on security lighting, and securing facility upon completion of services.

Additional janitorial services outside the general scope may be requested by the City. The vendor will be asked to prepare a separate quote for any of these services prior to completion.

Our current contractor is Facility Supply Group, no other information on the contractor will be made available.

Lynwood Park and Briarwood Park, walk behind scrubbers may be used on gym floors and hard surface floors upon approval by the Recreation and Parks Director.

Work Hours

Lynwood Park - Mon.-Thursday 8:30am-9pm/Fri. 8:30am-6pm/ Sat. 10am-6pm/ Sunday 2pm-6pm
Briarwood Park - Mon.-Thursday 8:30am-9pm/Fri. 8:30am-6pm/ Sat. 10am-6pm/ Sunday 2pm-6pm
Ashford Park- per rentals

Safety

City's Right to Investigate: The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

Offeror Informational Requirements: In determining the capabilities of an offeror to perform the services specified herein, the following informational requirement(s) must be met by the offeror.

Georgia Contractors License Prequalification: Offeror shall provide a copy of their current Certificate of Qualification or Certificate of Registration. (If required)

References: Offeror shall provide a list of references for the last four (4) clients/projects of the same general size and scope that is proposed in this ITB which the offeror has been awarded. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Note that the reputation of the Offeror regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection.

TERMS AND CONDITIONS

The City of Brookhaven Terms and Conditions are set forth below. Offerors should notify the City of Brookhaven of any Terms and Conditions that either preclude them from responding to the ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's ITB response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Brookhaven reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

Additional Contract Provisions and Terms

This ITB, including all ITB documents and any addenda, the Offeror's bid, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Brookhaven, will govern in the same order of precedence as listed in the contract.

Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Brookhaven and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Brookhaven reserves the right to withdraw or cancel the award of the ITB.

Contract Term

The contract term for this bid shall be for one (1) year with an option to renew for two (2) additional years.

Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination.

General Insurance

The Offeror shall provide the City of Brookhaven with a certified copy of each of the policies or binders to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Brookhaven representative named in the contract. A renewal policy or certificate shall be delivered to the City of Brookhaven at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Brookhaven as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Brookhaven, the Offeror shall deliver to the City of Brookhaven representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Brookhaven is additionally insured.

Statutory Workers' Compensation Insurance:

Employers Liability:

- ☐ Bodily Injury by Accident \$100,000 each accident
- ☐ Bodily Injury by Disease \$500,000 policy limit
- ☐ Bodily Injury by Disease \$100,000 each employee

Comprehensive General Liability Insurance:

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Products/Completed Operations Insurance
- (c) Broad Form Property Damage
- (d) Personal Injury Coverage

Comprehensive Automobile Liability Insurance:

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

Excess Umbrella Liability Insurance:

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

The City of Brookhaven, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Brookhaven and their affiliated companies and their officers, directors and employees arising out of Offeror's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and non-contributory and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancellable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Offeror's insurer(s) under this additional insured provision. Additional Insured should read: The City of Brookhaven 4362 Peachtree Road Brookhaven, Georgia 30319.

Policy on Hiring Non-Resident Aliens:

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300 Page 9.10-1 of the Rules of the Georgia Department of Labor, and the Offeror certifying to the City that it, and each of its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, Offerors, or subcontractors. Offeror may be suspended, terminated, or debarred if it is determined that the Offeror has made false certification or that the Offeror has violated such certification by failure to carry out this requirement.

Compliance

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

Drug-Free Workplace

If Offeror is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Penalties:

Offeror may be suspended, terminated, or debarred if it is determined that:

- The Offeror has made false certification hereinabove; or
- The Offeror has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Department Head. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Offeror, either as employees or subcontractors, unless the City of Brookhaven agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Brookhaven at its sole discretion. Verbal agreements to the contrary will not be recognized.

Invoicing and Payment

Payments shall be made according to invoice. The prices quoted shall be firm throughout the contract term. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice. The City of Brookhaven agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed. When all Work is completed and final acceptance has been approved by the City, the Offeror may invoice for the amount retained.

The City will process approved payment requests under this project to the awarded Offeror. Payment to subcontractors and suppliers is the responsibility of the awarded Offeror. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Brookhaven Finance Department
4362 Peachtree Road
Brookhaven, GA 30319

Upon receipt of invoice and inspection and acceptance of the items, the City of Brookhaven will render payment. All such invoices will be paid within thirty (30) days by the City of Brookhaven unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation. Successful Offeror(s) must provide the City with a completed and signed W-9

Taxes

No sales tax will be charged on any orders.

Deliveries

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is:

City of Brookhaven
4362 Peachtree Road
Brookhaven, Georgia 30319

No freight or postage charges will be paid by the City of Brookhaven unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

Appendix A – Standard Forms

This section contains the forms necessary to ensure compliance with various laws as described within this ITB. Please complete, sign, and return the entire ITB packet, including but not limited to each of the following forms with the bid submittal:

- Cost Bid Form
- References
- Corporate Certificate
- Bid Price Certification
- Scope of Project/Specifications
- E-verify Affidavit

COST BID FORM

TO: BUYER OF RECORD
CITY OF BROOKHAVEN
BROOKHAVEN, GEORGIA 30075

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Brookhaven, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB 16-211 JANITORIAL SERVICES

The Bidder has carefully examined and fully understands the Contract, Specifications, Plans, and other documents hereto attached, has made a personal examination of the Scope of Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Brookhaven in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of scope of work and all Work indicated called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Bidder must check and initial applicable blank below:

Bidder affirms that specifications are exactly met:

Yes _____ No _____

ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER.
Bidder will explain exact particulars where bid does not meet exactly the specification if “No” is checked above. _____

If this bid shall be accepted by the City of Brookhaven and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the date of Notice of Award of the Contract, then the City of Brookhaven may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Brookhaven as liquidated damages.

Bidder agrees that the provisions of the City of Brookhaven Purchasing Policy are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. However, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

Bidder agrees that from the date this Invitation to Bid is issued until an award is made, bidders **are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the bidder from further consideration. Contact information for the single point of contact is as follows:

Buyer: Tyra Little
Address: 4362 Peachtree Road
Brookhaven, GA 30319
Telephone Number: 404-637-0500
E-mail Address: purchasing@Brookhavenga.gov

**Bidder has carefully examined the Bidding Documents entitled:
ITB 16-211 JANITORIAL SERVICES
Bid Due Date: August 12, 2016;**

Acknowledges receipt of the following addenda numbers and dates, if any:
_____;

And has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the Base Bid Work, in accordance with said documents, for a lump sum amount:

	Monthly Flat Fee
Lynwood Recreation Center	_____
Briarwood Recreation Center	_____
Ashford Park Activity Building	_____

Bidder further declares that the full name and business address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address: _____

By: _____

Title: _____

Phone: _____

E-Mail: _____

REFERENCES

REFERENCES: Please provide the City with the last four (4) clients of similar size and scope. You may submit your standard list of references as opposed to using this form, but you still need to complete and sign at the bottom.

REFERENCE # 1

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Description of Work Performed: _____

REFERENCE # 2

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 3

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 4

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Offeror on the foregoing bid; that _____ who signed said bid in behalf of the Offeror, was then (title) _____ of said Corporation; that said bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

(Signature) _____ (Seal)

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred eighty (180) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY_____

ADDRESS_____

AUTHORIZED SIGNATURE_____

PRINT NAME_____

E-Verify Affidavit

Contractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Brookhaven**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

City of Brookhaven, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:
